

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

ABC CAPITAL INVESTMENTS, LLC

Plaintiff,

v.

NATIONWIDE RENTSURE

and

NATIONWIDE EVICTION

CASE NO.: 2:17-cv-04980-JP

**DEFENDANT NATIONWIDE RENTSURE
RENT PROTECTION ASSOCIATION, INC.'S
ANSWER TO PLAINTIFF'S COMPLAINT
WITH AFFIRMATIVE DEFENSES**

Comes now defendant Nationwide RentSure Rent Protect Association, Inc., a Nevada corporation (improperly sued as “NATIONWIDE RENTSURE”), hereinafter referred to as “Defendant,” and responds to the averments in ABC Capital Investments, LLC’s Complaint as follows:

PARTIES

1. Defendant is without sufficient information, knowledge, or belief to ascertain the veracity of the statements contained in Paragraph 1 of the Complaint and on that basis denies the same.

2. Defendant is without sufficient information, knowledge, or belief to ascertain the veracity of the statements contained in Paragraph 2 of the Complaint and on that basis denies the same.

3. Denied. Nationwide RentSure Rent Protect Association, Inc., is a Nevada corporation which operates as a landlord association. Defendant is without sufficient knowledge, information or belief to form a belief as to the remaining averments in Paragraph 3 and on that basis denies the same.

4. Denied. Defendant is without sufficient knowledge, information or belief to form a belief as to averments in Paragraph 4 and on that basis denies the same.

JURISDICTION

5. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, these averments are denied.

6. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, Defendant denies that plaintiff has asserted any federal claims or that Defendant is currently a resident of the State of Colorado. Defendant is without sufficient knowledge, information or belief to form a belief as to the remaining averments in Paragraph 6 and on that basis denies the same.

7. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, Defendant denies that supplemental jurisdiction is relevant given the Complaint does not assert claims for which jurisdiction is proper pursuant to 28 U.S.C. 1331.

8. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, these averments are denied.

FACTS

9. Defendant is without sufficient information, knowledge, or belief to ascertain the veracity of the averments contained in Paragraph 9 of the Complaint and on that basis denies the same.

10. Denied.

11. Denied.

12. Defendant is without sufficient information, knowledge, or belief to ascertain the veracity of the statements contained in Paragraph 12 of the Complaint and on that basis denies the same.

13. Defendant is without sufficient information, knowledge, or belief to ascertain the veracity of the statements contained in Paragraph 13 of the Complaint and on that basis denies the same.

14. Denied.

15. Denied.

16. Defendant is without sufficient information, knowledge, or belief to ascertain the veracity of the averments contained in Paragraph 16 and on that basis denies the same.

17. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, these averments are denied.

COUNT I

BREACH OF CONTRACT

18. Defendant incorporates by reference the answers contained in the paragraphs above as if more fully set forth herein.

19. Denied.

20. Defendant is without sufficient information, knowledge, or belief to ascertain the veracity of the averments contained in Paragraph 20 and on that basis denies the same.

21. Denied.

22. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, these averments are denied.

COUNT II

UNJUST ENRICHMENT

23. Defendant incorporates by reference the answers contained in the paragraphs above as if more fully set forth herein.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

COUNT III

UNJUST ENRICHMENT

28. Defendant incorporates by reference the answers contained in the paragraphs above as if more fully set forth herein.

29. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, these averments are denied.

30. Defendant is without sufficient information, knowledge, or belief to ascertain the veracity of the averments contained in Paragraph 30 and on that basis denies the same.

31. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, these averments are denied.

32. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, these averments are denied.

33. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, these averments are denied.

34. The averments of these paragraphs constitute conclusions of law, to which no response is required; to the extent that a response is deemed required, Defendant is without sufficient information, knowledge, or belief to ascertain the veracity of the averments contained in Paragraph 20 and on that basis denies the same.

COUNT IV
CIVIL CONVERSION

35. Defendant incorporates by reference the answers contained in the paragraphs above as if more fully set forth herein.

36. Denied.

37. Denied.

38. Denied.

COUNT I [sic]

FRAUD

39. Defendant incorporates by reference the answers contained in the paragraphs above as if more fully set forth herein.

40. Denied.

41. Denied.

42. Denied.

43. Denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint and each and every cause of action contained therein fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff has failed to effect sufficient, proper service of process upon Defendant. Plaintiff ABC Capital purports to have served Defendant by sending the summons and complaint via certified mail, return receipt requested to office space Defendant rents from Regus. Regus provides office space for rent for multiple clients at a time. Defendant does not maintain any employees at the Regus location at 9205 W. Russell Rd., Building 3, Suite 240, Las Vegas Nevada, but uses it only periodically. The space is staffed by employees of Regus. An

authorized agent of Defendant did not receive the Summons and Complaint. The return receipt was not signed by Defendant or an authorized agent of Defendant. The return receipt's space for the person signing to insert their name in a legible fashion is blank.

THIRD AFFIRMATIVE DEFENSE

Improper venue. The agreement entered into among ABC Capital and Defendant provides that the exclusive jurisdiction and venue to file any dispute are the Courts of Colorado.

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Attorneys for Defendant Nationwide RentSure Rent
Protection Association, Inc.

Date: February 5, 2018

CERTIFICATE OF SERVICE

I, Michael E. DiFebbo, Esquire, hereby certify that the foregoing **ANSWER TO PLAINTIFF'S COMPLAINT WITH AFFIRMATIVE DEFENSES** was served as follows via ECF on February 5, 2018:

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